



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7114-20**

RFP Title: **Boulder County Compost Processing Facility
Engineering Design and Operations Plan
(EDOP)**

RFP Questions Due: April 27, 2020 – 2:00 p.m.

Submittal Due Date: May 6, 2020 – 2:00 p.m.

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Sustainability Questionnaire
- Signature Page
- Specifications
- Appendices
- Sample Contract



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RFP PROPOSAL INSTRUCTIONS

1. Purpose/Background

The Boulder County Public Works Building Services (BCBS) and Resource Conservation (RCD) Divisions are seeking a team of professional consultants with relevant experience and expertise to provide engineering, design and operations plan (EDOP) services for a new Compost Processing Facility on property currently owned by Boulder County.

See Specifications for project Scope of Work including the following appendices:

Appendix A = Compost Facility Proposed Specifications

Appendix B = Project Site Aerial Photos Boulder County Rainbow Nursery Property

Appendix C = Project Location Boulder County Context Maps

Appendix D = Compost Facility EDOP Project Timeline

Appendix E = Rainbow Nursery Property Survey

2. Written Inquiries

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **April 27, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **April 29, 2020**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before 2:00 p.m. Mountain Time on **May 6, 2020**.

Please note that email responses are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not

accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7114-20** in the subject line.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado

Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

Professional Liability or Errors and Omissions

\$1,000,000 Per Loss
\$1,000,000 Aggregate
Coverage maintained or extended discovery period for 2 years

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL CHECKLIST

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed design schedule with costs associated per phase
	Submit a copy of any contract you would require to be executed in this process
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	Engineers' Certification(s)
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee comprised of Boulder County stakeholders. The committee may request additional information from or request interviews with one or more proposers. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- RFP submittal. Content, organization, completeness
- Cost for Professional Services: Listed above for professional services, including hourly rates
- Technical Knowledge and Staff Experience: Proposal demonstrates a clear understanding of Compost Facility Planning, Design and Operations requirements, work to be performed, and examples of completed compost facilities.

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Item	%	Criteria
1	30%	RFP submittal. Content, organization, completeness
2	20%	Cost for Professional Services: Listed above for professional services, including hourly rates
3	50%	Technical Knowledge and Staff Experience: Proposal demonstrates a clear understanding of Compost Facility Planning, Design and Operations requirements, work to be performed, and examples of completed compost facilities.
Total	100%	



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase “green” (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company’s Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the

- delivery location in procuring goods.
 - We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
 - Our packaging/shipping materials are reusable.
 - Our packaging/shipping materials are made from 100% post-consumer recycled materials.
 - N/A
 - Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).
-
-
-

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
 - Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
 - N/A State the reason, date and outcome of the citation:
-
-
-

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
 - We utilize a facilities energy management system.
 - We have adopted a climate action plan.
 - We have a water conservation program.
 - We have formed a sustainability committee to identify sustainable solutions for our company.
 - We are a member of various sustainability organizations.
 - We are recognized by peers and environmental organizations for providing leadership in Sustainability.
 - None
 - Other - what other programs do you have in place or planned for promoting resource. Efficiency?
-
-
-

8. If your business's proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business's proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.



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SPECIFICATIONS

PROJECT OVERVIEW:

Boulder County is seeking a qualified Consultant team to provide architectural and engineering analysis, planning and design, including surveying, plan preparation, construction management services, compost process engineering and other related services for a proposed Class II compost processing facility. The County is also welcoming bidders to include an optional design/build proposal.

BACKGROUND/HISTORY:

As recommended from the Resource Conservation Advisory Board Infrastructure and Sustainability Tax Committees, compost processing is a top priority for zero waste infrastructure needs as identified with the sustainability tax prioritization. This project supports the Commissioners' Climate Action strategic priority, the Zero Waste Action Plan, the Environmental Sustainability Plan, the Sustainable Materials Management Element of the Comprehensive Plan, as well as Resolution 2005-138 to be Zero Waste or darn near by 2025. This compost facility will have the capacity to capture 20 to 30 percent of compostable materials in the county, which would increase overall county diversion by an additional 5 to 10 percent. The facility will also be designed to provide high-quality, low-cost compost to Boulder County farmers and municipalities engaging in carbon sequestration, thereby creating a national model for enhancing carbon sequestration.

The proposed facility is to be located on a 40-acre County-owned property comprised of three parcels and formerly occupied by a commercial tree nursery. The site currently includes a frontage road access with traffic gates, an existing single-story wood-framed building (approx. 3,200 s.f.), a few damaged hoop-style greenhouse, and other misc. items and utilities. See attached appendices for additional information.

QUALIFICATIONS:

Qualifications, at a minimum, include the following:

1. Must have Engineer(s) with current Colorado state license(s).
2. Must have a minimum of five (5) years of experience completing projects similar to the Scope of Work.
3. Must have the capabilities and experience to provide architecture/engineering planning, design, surveying, plan preparation, construction management, and operations planning services for organics processing facilities.
4. Must have the ability to effectively and efficiently use AutoCAD.
5. Must provide a full-service team.
6. Should have experience working with federally-funded projects.

SCOPE OF WORK:

The Consultant team shall manage the project from inception through completion of construction, including preparation of as-constructed drawings. This would include all work associated with the project.

The Consultant will work closely with the County Project Manager, Executive Advisory Board (EAB) and Subject Matter Experts (SME) to perform the work necessary to create studies and conceptual, preliminary, and final plans for this project. The plan documents will consist of, but not be limited to, the following: general layouts, structural details, tabulations, plan views, profile views, cross sections, general notes, construction notes, and details suitable for construction. The Consultant shall also establish site plans; prepare architectural, mechanical, electrical and structural designs; regulatory compliance and permit application documents; roadway and intersection alignments, quantity calculations, and other work related to producing plan documents. The Consultant shall assess and provide recommendation to the County regarding the potential repurposing of the existing building onsite for the purposes of office space, education and/or retail space.

Following are the work items that may be required. The Consultant will be expected to perform or subcontract any or all of these tasks:

1. On-site inspection
2. Pre-design Meeting
3. Surveying Services: This may include, but not be limited to: site surveys, construction staking, as-built surveying, and the preparation of legal descriptions and exhibits for right of way and easement acquisitions needed for projects.
4. Zoning and Land Use Code Analysis
5. Traffic study
6. Soil Character Investigation and Foundation Report
 - Soil Laboratory Test Data Results
7. Geologic and Hydrogeologic Conditions
 - Hydrologic, Hydraulic, and Hydrogeologic Investigation & Monitoring
 - Existing groundwater quality testing and analytical results
 - Water Supply Wells, Springs, Ditch Structures and Reservoir Structures within One-Half Mile
 - Geologic Map
 - Test Pit and Groundwater Boring Location Map
 - Drainage Evaluation and Stormwater Control Design
 - Groundwater Sampling, Analysis and Reporting Plan
8. Pavement Design
9. Utility Coordination and Design
10. Roadway and/or Intersection Design
11. Facility/Structure Concept Study
12. Building Code and ANSI/ADA Analysis
13. Mechanical and Electrical Design
14. Structural Design
15. Architectural Design
16. Civil Site Design
17. Facility Design
 - Pad, Water Pond, Processing Area, etc.
 - Surface Water Evaluation and Design
 - Construction Quality Assurance Plan
18. Process and Equipment Design
19. Leachate, Surface and Subsurface Drainage Design
20. Design & Construction Requirements

21. Environmental Clearances and Permits
22. Regulatory Framework & Compliance Analysis
23. Field Inspection Review Preparation
24. Field Inspection Review
25. Storm Water Management Plan
26. Utility Relocation Coordination
27. Identification of Property Owners and Right-of-Way Plans
28. Preparation of Traffic Control Plan
29. Plan, Specifications and Special Provision Preparation
30. Bid Documents
31. Pre-Bid Meeting Participation
32. Quantity takeoffs and Cost Estimates
33. Record Drawings/CADD Files
34. Final Office Review
35. Final Plan Review
36. Final Submittals
37. Shop Drawing Approval
38. Quality Assurance / Quality Control
39. Emergency and Fire Protection Plans
40. Nuisance Management Plan (odors, noise, dust, debris)
41. Personnel Training & Equipment Startup
42. Compost Facility Operations Plan
 - Operations Overview
 - Waste Characterization and Screening
 - Feedstock Control Plan / Prohibited Wastes
 - Operations Management
 - Nuisance Conditions
 - Training
 - Signage & Access Controls
 - Contingency Plan
43. Monitoring Plans
 - Groundwater
 - Air Quality
 - Surface Water
44. Recordkeeping and Reporting
45. Construction Engineering/Management: The Consultant shall furnish qualified personnel to perform construction management and observation and inspection services
46. Closure and Post-Closure Care and Maintenance
47. References
48. Other engineering services as necessary

USE OF SUBCONTRACTORS:

While the County is not requiring a single full-service **firm**, we are seeking a full-service **team**; Consultant(s) must be able to provide a full-service team. If certain services aren't available within your firm, you must have partnerships established to bring in qualified subcontractors making your firm a full-service team.

RESPONSE MATERIAL OWNERSHIP:

All material submitted becomes the property of Boulder County. Boulder County has the right to use any or all ideas presented. Disqualification of a Proposer does not eliminate this right.

PROPOSAL SUBMITTALS:

Please submit your proposal, addressing each of the following items **in the order as outlined below**, including a Table of Contents. As time is of the essence, please limit your proposal to include only the information requested, and present it in a clear, concise manner. Your PDF shall be one (1) single file only. **Incomplete proposals may be rejected.** Explicitly describe/explain how your firm meets each item under QUALIFICATIONS.

1. Explain you firm's capabilities, qualifications, history, and experience in providing all services described in this RFP and include the following:
 - A. The Firm's qualifications and experience in designing municipal compost processing facilities and infrastructure. *References, letters of commendation, and awards for this type of work should be included. When including references, please include company name, contact, project description, and current phone numbers.*
 - B. The Firm's qualifications and experience in related facility design, grading plans, civil improvements, and traffic design.
 - C. The Firm's qualifications and capabilities in providing architectural, structural, mechanical, civil, electrical, and process design for compost processing facilities and infrastructure.
 - D. The Firm's qualifications and capabilities for surveying and mapping.
 - E. The Firm's qualifications and capabilities for construction management and construction observation/inspection.
 - F. The Firm's experience (if any) with Boulder County and State of Colorado approval processes.
 - G. Production facilities (key capabilities) and work location(s).
 - H. System procedures for scheduling and costing projects.
 - I. Quality assurance plan and procedure.
 - J. Copies, if any, of certificates/awards pertinent to the Scope of Work.
 - K. Provide date established, state incorporated, office location(s), previous names the firm has used in the last ten (10) years, geographical area(s) where most of the firm's work occurs and a general description of the firm and its history.
 - L. Provide all pending or past legal action (including lawsuits, claims or liens) or arbitration proceedings in which your firm has been involved during the past five (5) years involving Owner, Architect, Engineer, Contractor, Subcontractors, or other Entities.
 - M. If your firm has ever been terminated from a project before project completion, explain.
 - N. If your firm is teaming with another firm, explain the nature of the joint venture (full-service team), who will be the lead firm and how the experience and metrics requested above are presented.
 - 1) Firms need to clearly identify what experience and knowledge each firm brings to the project and history of the relationship between the firms.
2. Organizational chart and resumes of all staff that will be involved with providing services, including:
 - A. Identify who will act as the primary contact person to Boulder County.
 - B. List specific personnel proposed for the Consultant Project Team and provide a resume for each member along with a copy of current state licensing for each Engineer.
 - 1) A description of the individual's background and experience, including any unique qualifications, related qualifications, and relevant experience.
 - 2) Years of experience.
 - 3) Years of experience with the firm.
 - 4) Years of experience with the proposed project team.
3. Consultant's approach to the work outlined in the Scope of Work.
 - A. Detailed description of the approach.
 - 1) Provide a narrative description of the work that may be accomplished and your general approach to completing the project as identified in the Scope of Work.
 - 2) Description of your approach to communication(s).
 - 3) Meetings and Presentations.
 - 4) Construction and Post-Construction Information.

4. Describe how this project will fit into the Consultant's workload.
 - A. The firm should clearly identify any other contractual obligations to other entities and identify how concurrent or multiple obligations will be supported.
5. Statement of firm's intention to sublet portions of the work; identify what is planned, if any, to be sublet (full- service team).
 - A. Include the name of the subcontractor(s) and a statement of qualifications of the subcontractor(s).
6. Relevant Project Experience
 - A. Include specific projects references for at least three (3) projects completed in the past five years with a similar Scope of Work, include the following:
 - 1) Owner reference name, current address, current phone number, and current email
 - 2) General contractor's reference name, current address, current phone number, and current email
 - 3) Brief project description and Scope of Work performed

FEE PROPOSAL BREAKDOWN

COMPOST PROCESSING FACILITY DESIGN SERVICES FEE PROPOSAL DETAIL		
DESIGN/ENGINEERING SERVICE PHASE	PROPOSED HOURS	FEE
Project Management of Project Team		\$
Zoning & Code Analysis		\$
Evaluation of Existing Conditions / Facility Assessment		\$
Operational Review and Programming		\$
Public Engagement		\$
Special Use Review / Site Review and Regulatory Approval Process		\$
Zoning, code analysis		\$
Facility Plan		\$
Site Analysis and Design		\$
Compost Process Design		\$
Operations Plan		\$
Civil Engineering		\$
Architectural Design		\$
Structural Engineering		\$
MPE Engineering		\$
Landscape Design		\$
Capital Cost Estimating, Proposed Budget, and Schedule		\$
Financial Projections of Operating Recommended Facility		\$
Bidding		\$
Construction Administration		\$
If submitting a Design/Build proposal, please attach additional backup information for all fees and estimated construction costs, broken down by CSI MasterSpec format.		\$
TOTAL SUM:		\$
<p>BIDDER CLARIFICATIONS: Consultant shall include any clarification(s) or assumption(s) qualifying their proposal.</p>		

- **ESTIMATED COST OF REIMBURSABLES**

REIMBURSABLE EXPENSES List and estimate typical expense items	
EXPENSE	AMOUNT
	\$
	\$
	\$
	\$
REIMBURSABLE EXPENSE ESTIMATE:	\$

- **ADDITIONAL SERVICES DETAIL**

ADDITIONAL SERVICES List and estimate anticipated additional services		
ADD SERVICE	PROPOSED AMOUNT	REMARKS
	\$	
	\$	
	\$	
	\$	
	\$	

END OF SCOPE OF WORK SECTION

APPENDIX A

PROPOSED SPECIFICATIONS FOR COMPOST PROCESSING FACILITY

- Covered aerated static pile (CASP) composting is the preferred technology due to its high level of environmental control, better performance, and greater acceptability by the public. Th systems employ aeration with a compost cap or geomembrane, and may be operated in a positive, negative or reversing aeration mode. This technology has been shown to achieve over 60% reduction in GHG emissions, with some facilities demonstrating reductions over 90%. CASP composting would require a concrete pad, push wall, wood grinder, and related structures and equipment. All CASP technologies achieve an approximate 60% reduction in volatile organic compound emissions and a 60% reduction in ammonia emissions when compared to traditional windrow composting. California’s most stringent air district central valley recognizes CASP composting as a best available technology. These systems can be mobile, pipe-on-grade composting systems or as structured as concrete bunkers with below-grade aeration. Below grade aeration is ideal. The system could also be a radial system (see next bullet). This option includes a scale house, shredder, trommel, wheeled loader, scales and litter fence.
- Radial Aerated Static Pile (RASP) technology may also be an appropriate option for this facility and the county welcomes bids with RASP system options. The RASP fits on a significantly smaller footprint which results in smaller leachate ponds and reduced pavement or concrete surfaces.
- Tipping pad with two-sided building: 28,500 to 38,500 square feet (sf)
- Building: 4,000 sf, plus 150 sf for scale house and restroom
- Site work area: 73,500 to 83,500sf
- Proposed hours of operation: 7am to 6pm, M-F, with Saturdays optional
- Aerated composting typically requires only 2 acres to process 100 tons per day. Pile sizes are typically 10’x26’x90’. Total retention time is 56 days. For 50,000 tons per year operation 12 of these piles are predicted for the site. The site will also hold a curing stage.
- Tons per year: 50,000
- Tons per day: 150 - 250
- Overall estimated site size required: 10 – 15 acres
- Access (assumes former Rainbow Nursery site): Access to the facility is off U.S. 287. Collection trucks would turn directly from US. 287 into the property from the south or use the middle turn lane to turn into the property from the north.
- Utilities: The site has electric and water/sewer utilities. Propane may be supplied to the on-site buildings via on-site aboveground storage tanks if needed.
- Estimated Labor: 5 FTEs including sorters, equipment operators, scale house/clerical, supervisor, and operations manager. Some positions are hourly and would not be needed for a full 40 hours per week hence more positions than FTE count.
- Estimated Transportation: For a 50,000 TPY facility the site would see approximately 50 – 100 vehicles per day.
- Images of CASP composting facilities:



APPENDIX B

PROJECT SITE: FORMER RAINBOW NURSERY



FULL PROPERTY AERIAL 2019



PARTIAL PROPERTY AERIAL 2020



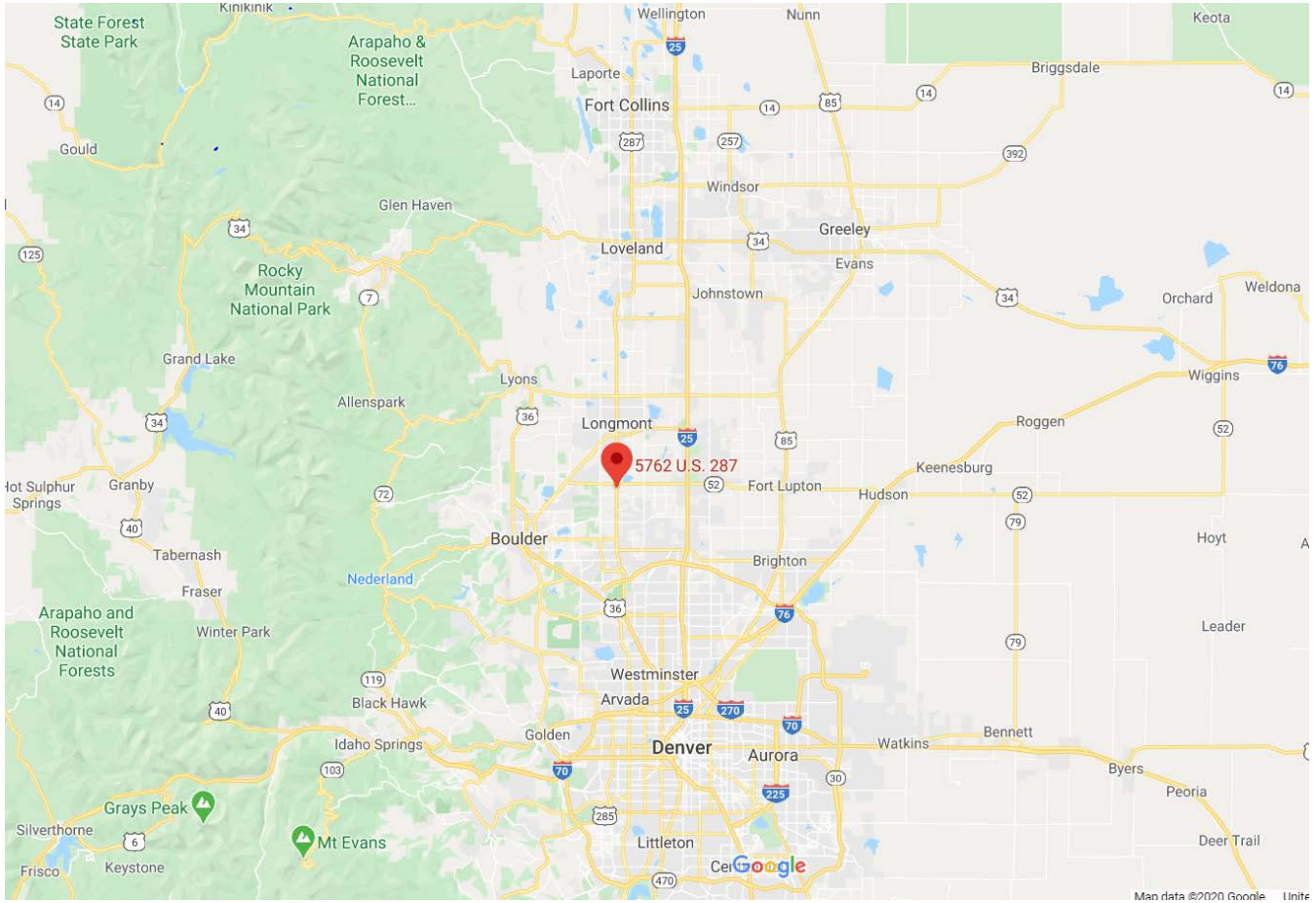
EXISTING BUILDING 2020



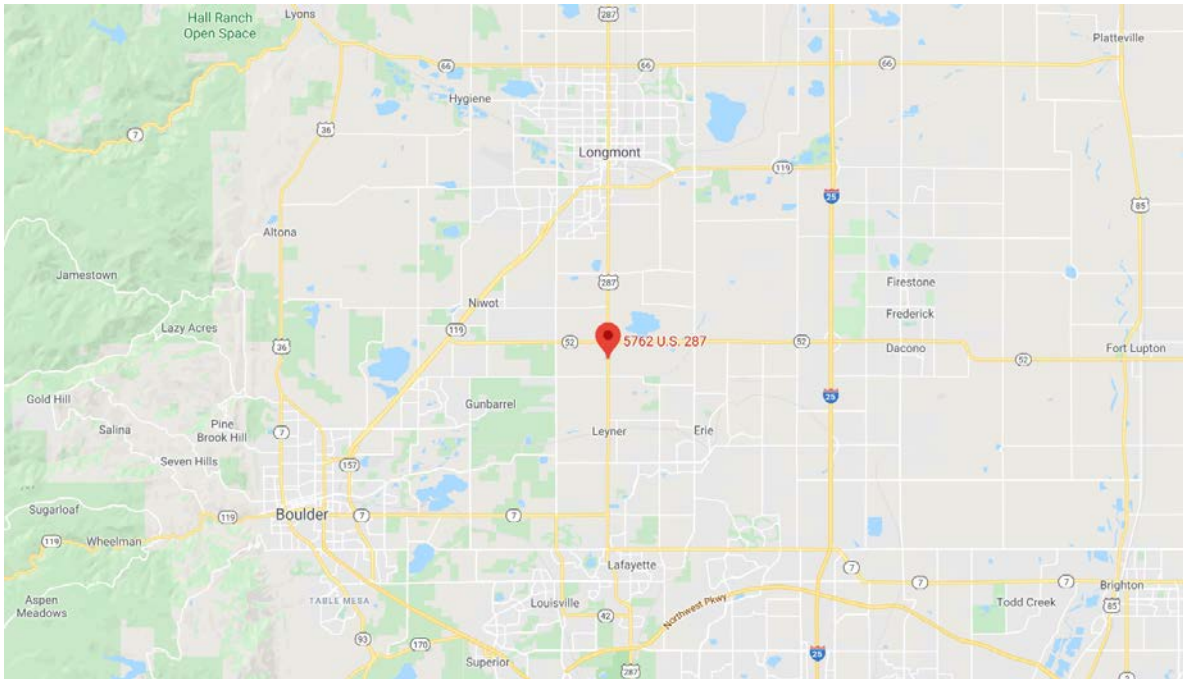
WEST BIRDSEYE 2020

APPENDIX C

PROJECT LOCATION



REGIONAL LOCATION

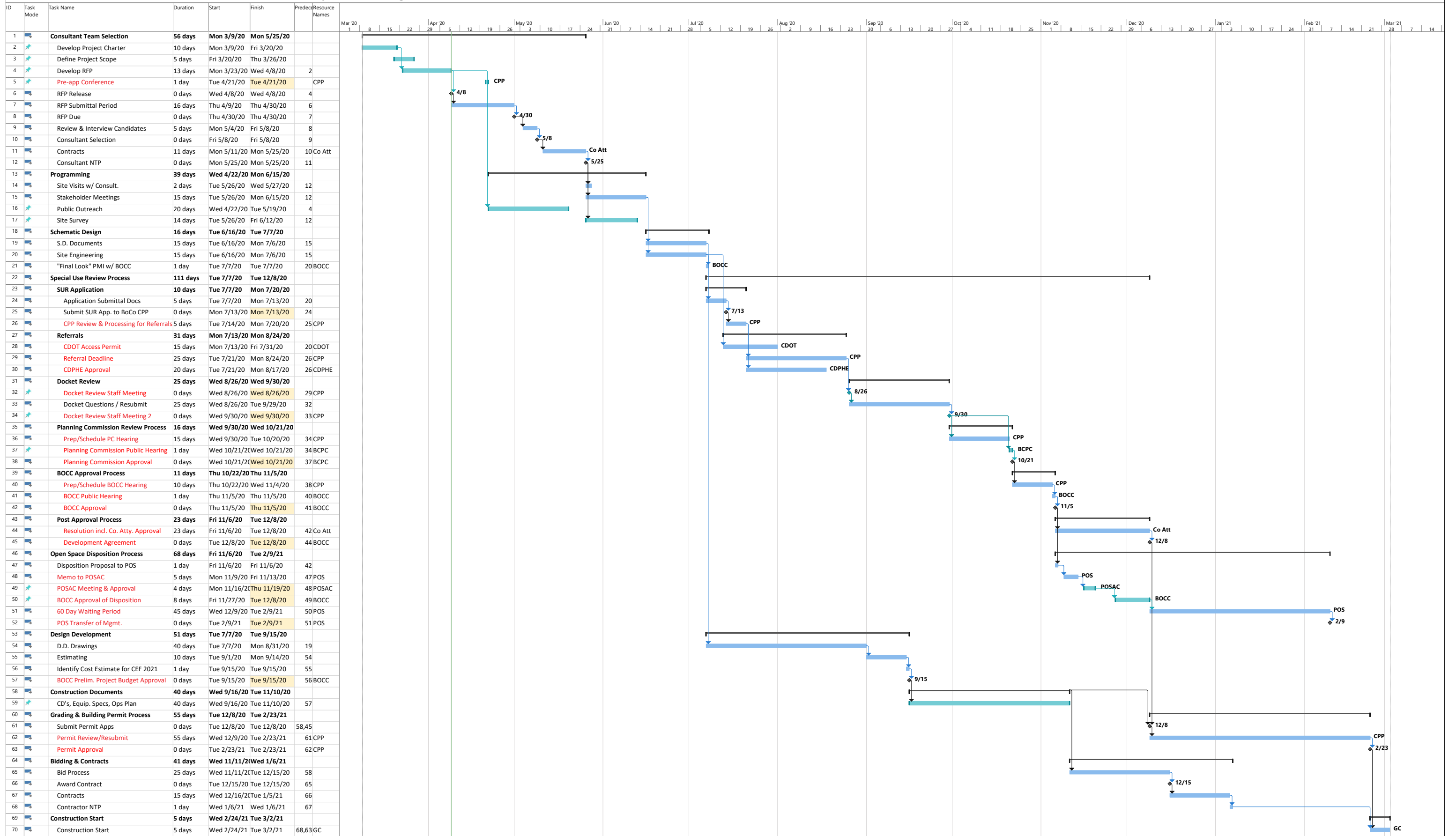


BOULDER COUNTY LOCATION

APPENDIX D

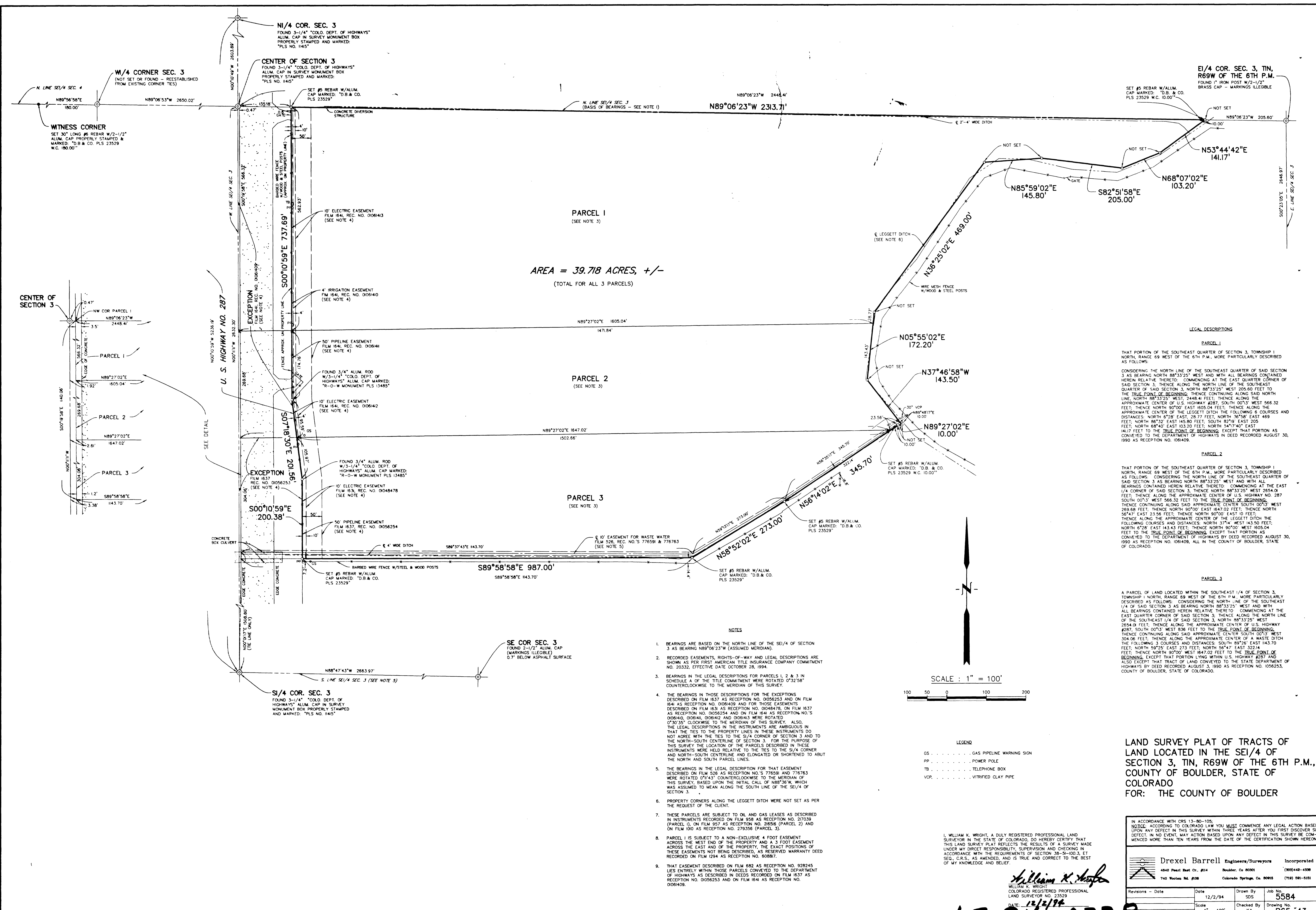
**PROJECT TIMELINE
(SEE ATTACHED)**

COMPOST FACILITY EDOP PROJECT TIMELINE (Subject to Change)



APPENDIX E

**EXISTING PROPERTY SURVEY 1994
(SEE ATTACHED)**



AREA = 39.718 ACRES, +/-
(TOTAL FOR ALL 3 PARCELS)

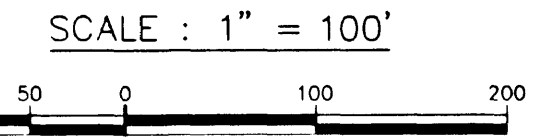
LEGAL DESCRIPTIONS

PARCEL 1
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:
CONSIDERING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AS BEARING NORTH 88°33'25" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, NORTH 88°33'25" WEST 205.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°33'25" WEST 2448.41 FEET; THENCE ALONG THE APPROXIMATE CENTER OF U.S. HIGHWAY #287, SOUTH 00°13' WEST 566.32 FEET; THENCE NORTH 90°00' EAST 103.20 FEET; THENCE ALONG THE APPROXIMATE CENTER OF THE LEGGETT DITCH THE FOLLOWING 6 COURSES AND DISTANCES: NORTH 6°28' EAST 28.77 FEET, NORTH 36°58' EAST 469 FEET, NORTH 88°52' EAST 145.80 FEET, SOUTH 89°26' EAST 225.56 FEET, NORTH 88°40' EAST 103.20 FEET, NORTH 54°17'40" EAST 141.17 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS BY DEED RECORDED AUGUST 30, 1990 AS RECEPTION NO. 1061409.

PARCEL 2
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AS BEARING NORTH 88°33'25" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, THENCE NORTH 88°33'25" WEST 2654.00 FEET; THENCE ALONG THE APPROXIMATE CENTER OF U.S. HIGHWAY NO. 287 SOUTH 00°13' WEST 566.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID APPROXIMATE CENTER SOUTH 00°13' WEST 569.68 FEET; THENCE NORTH 90°00' EAST 1647.02 FEET; THENCE NORTH 56°47' EAST 23.56 FEET; THENCE NORTH 90°00' EAST 10 FEET; THENCE ALONG THE APPROXIMATE CENTER OF THE LEGGETT DITCH THE FOLLOWING COURSES AND DISTANCES: NORTH 37°14' WEST 143.50 FEET, NORTH 6°28' EAST 143.43 FEET; THENCE NORTH 90°00' WEST 1605.04 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS BY DEED RECORDED AUGUST 30, 1990 AS RECEPTION NO. 1061409, ALL IN THE COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL 3
A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 AS BEARING NORTH 88°33'25" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, NORTH 88°33'25" WEST 2654.00 FEET; THENCE ALONG THE APPROXIMATE CENTER OF U.S. HIGHWAY #287, SOUTH 00°13' WEST 566.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID APPROXIMATE CENTER SOUTH 00°13' WEST 504.06 FEET; THENCE ALONG THE APPROXIMATE CENTER OF A WASTE DITCH THE FOLLOWING 3 COURSES AND DISTANCES: SOUTH 89°26' EAST 143.70 FEET, NORTH 89°15' EAST 273 FEET, NORTH 56°47' EAST 322.14 FEET; THENCE NORTH 90°00' WEST 1647.02 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION LYING WITHIN U.S. HIGHWAY #287 AND ALSO EXCEPT THAT PORTION OF LAND CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS BY DEED RECORDED AUGUST 30, 1990 AS RECEPTION NO. 1056253, COUNTY OF BOULDER, STATE OF COLORADO.

- NOTES**
- BEARINGS ARE BASED ON THE NORTH LINE OF THE SE1/4 OF SECTION 3 AS BEARING N89°06'23"W (ASSUMED MERIDIAN).
 - RECORDED EASEMENTS, RIGHTS-OF-WAY AND LEGAL DESCRIPTIONS ARE SHOWN AS PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 20332, EFFECTIVE DATE OCTOBER 28, 1994.
 - BEARINGS IN THE LEGAL DESCRIPTIONS FOR PARCELS 1, 2 & 3 IN SCHEDULE A OF THE TITLE COMMITMENT WERE ROTATED 0°32'58" COUNTERCLOCKWISE TO THE MERIDIAN OF THIS SURVEY.
 - THE BEARINGS IN THOSE DESCRIPTIONS FOR THE EXCEPTIONS DESCRIBED ON FILM 1637 AS RECEPTION NO. 0056253 AND ON FILM 1641 AS RECEPTION NO. 008409 AND FOR THOSE EASEMENTS DESCRIBED ON FILM 1631 AS RECEPTION NO. 0048478, ON FILM 1637 AS RECEPTION NO. 0056254 AND ON FILM 1641 AS RECEPTION NO.'S 0061410, 0061411, 0061412 AND 0061413 WERE ROTATED 0°30'35" CLOCKWISE TO THE MERIDIAN OF THIS SURVEY. ALSO, THE LEGAL DESCRIPTIONS IN THE INSTRUMENTS ARE AMBIGUOUS IN THAT THE TIES TO THE PROPERTY LINES IN THESE INSTRUMENTS DO NOT AGREE WITH THE TIES TO THE SE1/4 CORNER OF SECTION 3 AND TO THE NORTH-SOUTH CENTERLINE OF SECTION 3. FOR THE PURPOSE OF THIS SURVEY THE LOCATION OF THE PARCELS DESCRIBED IN THESE INSTRUMENTS WERE HELD RELATIVE TO THE TIES TO THE SE1/4 CORNER AND NORTH-SOUTH CENTERLINE AND ELONGATED OR SHORTENED TO ABUT THE NORTH AND SOUTH PARCEL LINES.
 - THE BEARINGS IN THE LEGAL DESCRIPTION FOR THAT EASEMENT DESCRIBED ON FILM 526, REC. NO.'S 776591 & 776763 WERE ROTATED 0°14'31" COUNTERCLOCKWISE TO THE MERIDIAN OF THIS SURVEY, BASED UPON THE INITIAL CALL OF N88°36'W, WHICH WAS ASSUMED TO MEAN ALONG THE SOUTH LINE OF THE SE1/4 OF SECTION 3.
 - PROPERTY CORNERS ALONG THE LEGGETT DITCH WERE NOT SET AS PER THE REQUEST OF THE CLIENT.
 - THESE PARCELS ARE SUBJECT TO OIL AND GAS LEASES AS DESCRIBED IN INSTRUMENTS RECORDED ON FILM 958 AS RECEPTION NO. 217039 (PARCEL 1), ON FILM 957 AS RECEPTION NO. 26256 (PARCEL 2) AND ON FILM 100 AS RECEPTION NO. 279356 (PARCEL 3).
 - PARCEL 1 IS SUBJECT TO A NON-EXCLUSIVE 4 FOOT EASEMENT ACROSS THE EAST END OF THE PROPERTY AND A 3 FOOT EASEMENT ACROSS THE WEST END OF THE PROPERTY, THE EXACT POSITIONS OF THESE EASEMENTS NOT BEING DESCRIBED, AS RESERVED WARRANTY DEED RECORDED ON FILM 1294 AS RECEPTION NO. 60887.
 - THAT EASEMENT DESCRIBED ON FILM 682 AS RECEPTION NO. 928245 LIES ENTIRELY WITHIN THOSE PARCELS CONVEYED TO THE DEPARTMENT OF HIGHWAYS AS DESCRIBED IN DEEDS RECORDED ON FILM 1637 AS RECEPTION NO. 0056253 AND ON FILM 1641 AS RECEPTION NO. 0061409.



LEGEND

OS	GAS PIPELINE WARNING SIGN
PP	POWER POLE
TB	TELEPHONE BOX
VCR	VTRIFIED CLAY PIPE

I, WILLIAM K. WRIGHT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT REFLECTS THE RESULTS OF A SURVEY MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 38-5-100.3, ET SEQ., C.R.S. AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William K. Wright
WILLIAM K. WRIGHT
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 23529
DATE: 12/2/94

LAND SURVEY PLAT OF TRACTS OF LAND LOCATED IN THE SE1/4 OF SECTION 3, T1N, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO FOR: THE COUNTY OF BOULDER

IN ACCORDANCE WITH CRS 13-80-105, NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel Barrell Engineers/Surveyors Incorporated		Incorporated	
4840 Pearl East Cir., #114		Boulder, Co 80501	
740 Wooten Rd. #108		Colorado Springs, Co 80905	
		(719) 581-5151	
Revisions - Date	Date	Drawn By	Job No.
	12/2/94	SDS	5584
		Checked By	Drawing No.
		KA	B65-43
		Scale	
		1" = 100'	

15-94-0228

Contract

DETAILS SUMMARY	
Document Type	
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	
Department	
Division/Program	
Mailing Address	
Contract Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
Contract Term	
Start Date	
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	
Brief Description of Work	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor’s proposal in response to the Bid Documents (the “Proposal”) c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the “Scope of Work”) d. Fee Schedule, attached as Exhibit B (the “Fee Schedule”)	
Purchasing Details – <i>County Internal Use Only</i>	
Grant funded?	Yes or No
Bid Number	
Award Date	
If no Bid No., bid process used	
COVID-19	YES or NO
Project #	
Purchasing Notes <i>(optional)</i>	
Contract Notes	
<i>Additional information not included above</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees

of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County 's discretion. Upon County 's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by

participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract (“Work Product”) will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County’s commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE

POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each

carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Delete Instruction: Non-Construction contracts use the following language:

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Delete Instruction: Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

Delete Instruction: This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

Delete Instruction: This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$[X],000,000.00, following form.

Delete Instruction: This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Delete Instruction: Please consult with Risk Management if you feel this coverage should be required.

Delete Instruction: IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

v. **Professional Liability (Errors and Omissions)**

Delete Instruction: All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vi. **Pollution Liability**

Delete Instruction: This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work

under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

vii. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

Delete Instruction: Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

Delete Instruction: If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

Delete Instruction: If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

Delete Instruction: THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY

QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
<i>↓↓ For Board-signed documents only ↓↓</i>	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	